

ATTACHMENT NO. 1

All of this estate's and the estate of Advanced, LLC's ("Advanced") right, title and interest, if any, in the following:

1. (a) Works of authorship including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works, (b) inventions (whether or not patentable), improvements, and technology, (c) proprietary and confidential information, trade secrets and know how, (d) databases, data compilations and collections and technical data, (e) logos, trade names, trade dress, trademarks and service marks, (f) domain names, web addresses and sites, (g) tools, methods and processes, and (h) all instantiations of the foregoing in any form and embodied in any media (the "Intellectual Property");

2. Worldwide common law and statutory rights associated with (a) patents and patent applications, (b) rights associated with works of authorship including copyrights, copyright registrations and copyright applications and "moral" rights, (c) the protection of trade and industrial secrets and confidential information, (d) other proprietary rights relating to intangible intellectual property, (e) trademarks, trade names and service marks, (f) analogous rights to those set forth above, and (g) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) (the "Intellectual Property Rights");

3. All claims including, without limitation, avoidance and recovery actions or proceedings under Sections 544, 545, 547, 548, 549, 550 and/or 553 of the Bankruptcy Code, to the extent such claims are assignable by the Trustee under applicable law (the "Assigned Claims");

a. Buyer may, at his sole and absolute discretion, prosecute any or all of the Assigned Claims and would have no duty whatsoever to the Trustee to take any action whatsoever with respect to the Assigned Claims. In the event that there is a net recovery actually received by Buyer on account of the Assigned Claims after payment of all fees and costs incurred by Buyer pursuing such Assigned Claims, Buyer would pay to the Trustee fifty percent (50%) of such net recovery; and

b. Any claims which are not assignable by the Trustee under the applicable law would be retained by the Trustee (the "Retained Claims"). The Trustee may, at his sole and absolute discretion, prosecute any or all of the Retained Claims and would have no duty whatsoever to Buyer to take any action whatsoever with respect to the Retained Claims. In the event that there is a net recovery actually received by the Trustee on account of the Retained Claims after payment of all fees and costs incurred by the Trustee pursuing such Retained Claims, the Trustee would pay to Buyer fifty percent (50%) of such net recovery;

4. All goodwill appurtenant to the Intellectual Property and/or Intellectual Property Rights (the "Goodwill"); and

5. All other remaining tangible and intangible property of the Debtor and/or Advanced not otherwise mentioned or specifically excluded herein above (the "Other Property") (collectively, the "Subject Property").^{1/}

^{1/} The proposed sale is on an "as is" and "where is" basis. Accordingly, the Trustee makes no representations and/or warranties whatsoever regarding either the validity or purported validity of the estate's right, title and interest in the Subject Property.